

DAVID STEBBINS,)
)
Plaintiff,)
)
v.)
)Case No. 10-3305-CV-S-RED
RELIABLE HEAT & AIR, LLC, et al.,)
And)
)
RANDAL RICHARDSON, et al.)
)
Defendants.)

Comes now Plaintiff David Stebbins, who respectfully submits the following reply suggestion in support of his motion for reconsideration of the motion to confirm the arbitration award.

Defendants assert that there was no contract between the Defendant and myself, but his original assertion in Document #75 was untimely (see Document #81), and thus should be struck, and he should have been listed in default. See Fed. R. Civ. P. Rule 55(a).

The Court's decision was based on the lack of participation, which he claimed ruled the very existence of an arbitration agreement to be moot. He claimed that the courts do not recognize the arbitration proceedings, not the way the arbitration agreement came into effect.

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Indeed, an arbitration agreement must exist between the parties, but in the instant case, an arbitration agreement *did* exist between the parties. The Defendants' *only* excuse was that the acceptance method was impossible to not perform, when in fact, all the Defendant had to do to avoid accepting the contract was hang up the phone (see Document #81).

Wherefore, I respectfully pray that you grant the motion for reconsideration, proceed to *confirm* the arbitration award, award costs incurred, and other relief that the court finds appropriate.

It is so declared on this 26th day of April, 2011.

A handwritten signature in black ink that reads "David Stebbins". The signature is written in a cursive, flowing style.

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